

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

IRON WORKERS ST. LOUIS DISTRICT  
COUNCIL PENSION TRUST;  
IRON WORKERS ST. LOUIS DISTRICT  
COUNCIL ANNUITY TRUST; and  
IRON WORKERS ST. LOUIS DISTRICT  
COUNCIL WELFARE PLAN.

Plaintiffs,

VS.

T3 CONSTRUCTION LLC,  
A Nevada Limited Liability Company,

Defendant.

CASE NO.: 4:19-cv-2627

JUDGE:

MAG. JUDGE:

## COMPLAINT

NOW COME the Plaintiffs, the IRON WORKERS ST. LOUIS DISTRICT COUNCIL PENSION TRUST, the IRON WORKERS ST. LOUIS DISTRICT COUNCIL ANNUITY TRUST, and the IRON WORKERS ST. LOUIS DISTRICT COUNCIL WELFARE PLAN, by and through their attorneys, JOHNSON & KROL, LLC, complaining of the Defendant T3 CONSTRUCTION LLC and in support, allege as follows:

## JURISDICTION AND VENUE

1. This action arises under Section 502 and 515 of the Employee Retirement Income Security Act (hereinafter referred to as “ERISA”) (29 U.S.C. §§ 1132 and 1145). The Court has jurisdiction over the subject matter of the action pursuant to 29 U.S.C. §§ 1132(e)(1) and 1145, as well as 28 U.S.C. § 1331.
2. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(1) and 29 U.S.C. § 1132(e)(2) in that the IRON WORKERS ST. LOUIS DISTRICT COUNCIL PENSION

TRUST, the IRON WORKERS ST. LOUIS DISTRICT COUNCIL ANNUITY TRUST, and the IRON WORKERS ST. LOUIS DISTRICT COUNCIL WELFARE PLAN (collectively, the “Trust Funds” or “Plaintiffs”) are administered within the jurisdiction of the United States District Court, Eastern District of Missouri, Eastern Division.

### **PARTIES**

3. The Trust Funds receive contributions from numerous employers pursuant to collective bargaining agreements, and therefore, are multiemployer benefit plans as defined by 29 U.S.C. § 1002.
4. The Trust Funds were established and are administered pursuant to the terms and provisions of certain Agreements and Declarations of Trust (“Trust Agreements”).
5. Pursuant to 29 U.S.C. § 1132(a)(3), the Trust Funds are authorized to bring this action on behalf of its participants and beneficiaries for the purpose of collecting unpaid contributions.
6. The Local Union No. 321 of the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers (“Local 321”) is the bargaining representative of Defendant T3 CONSTRUCTION LLC’s bargaining unit employees.
7. The Defendant T3 CONSTRUCTION LLC (“T3”) is a Nevada Limited Liability Company with its principal place of business in Omaha, Nebraska.

### **COUNT I** **BREACH OF SITE AGREEMENT**

8. Plaintiffs re-allege and incorporate the allegations contained in paragraphs 1-7 of this Complaint with the same force and effect as if fully set forth herein.
9. The Defendant is an employer engaged in an industry affecting commerce.
10. On July 22, 2019, the Defendant entered into a Participation Agreement with the Trust

Funds. (The Participation Agreement is attached as **Exhibit 1**).

11. Through the Participation Agreement, Defendant T3 agreed to be bound by the Trust Agreements.
12. and to pay contributions in the amount and in conformance with the terms and provisions of the collective bargaining agreement (“CBA”) for the Iron Workers Local Union within whose territorial jurisdiction work is being performed.
13. Pursuant to the Participation Agreement and Trust Agreements, T3 is required to make monthly reports of hours worked by covered employees and pay contributions in the amount and in conformance with the terms and provisions of the collective bargaining agreement (“CBA”) for the Iron Workers Local Union within whose territorial jurisdiction work is being performed..
14. Pursuant to the Trust Agreements, the Trust Funds adopted a Uniform Policy on Delinquent Employer Contributions (“Delinquent Contributions Policy”).
15. Pursuant to Section D, Paragraph 1 of the Delinquent Contribution Policy, employers who fail to submit their monthly contribution reports and contributions to the Trust Funds on a timely basis are responsible for the payment of liquidated damages equal to ten percent (10%) of the amount of unpaid contributions and interest at the rate of one and one-half percent (1.5%) per month compounded monthly unless the applicable CBA explicitly states otherwise.
16. Monthly contribution reports and contributions are due on the fifteenth (15<sup>th</sup>) day of the month following the month in which the work was performed.
17. Pursuant to Section 502(g)(2) of ERISA and the Trust Agreements, employers who fail to submit their monthly contribution reports and contributions to the Trust Funds shall be

responsible for payment of attorney's fees and costs associated with the collection of the delinquent contributions.

18. T3 has failed to submit monthly contribution reports to the Trust Funds for July and August 2019.
19. T3 has failed to submit contributions to the Trust Funds in the amount of \$7,877.20 for July and August 2019.
20. As a result of T3's failure to timely submit the contributions for July and August 2019, liquidated damages have been assessed in the aggregate amount of \$787.72 and interest accrued in the amount of \$118.16.
21. Plaintiffs have been required to employ the undersigned attorneys to collect the monies that are due and owing from T3.
22. Plaintiffs have complied with all conditions precedent in bringing this suit.
23. T3 is obligated to pay the reasonable attorney's fees and court costs incurred by the Plaintiffs pursuant to the Trust Agreements and 29 U.S.C. §1132(g)(2)(D).

**WHEREFORE**, Plaintiffs respectfully request:

- A. That this Honorable Court enter an Order requiring T3 to submit its Monthly Contribution Reports for the months of July and August 2019;
- B. That Judgment be entered in favor of Plaintiffs and against Defendant T3 in the amount of \$7,877.20 for unpaid contributions from July and August 2019;
- C. That Judgment be entered in favor of the Trust Funds and against Defendant T3 for unpaid liquidated damages in the amount \$787.72 for the months of July and August 2019;
- D. That Judgment be entered in favor of the Trust Funds and against Defendant T3 for unpaid

- interest in the amount of \$118.16 for the months of July and August 2019;
- E. That Judgment be entered in favor of Plaintiffs and against Defendant T3 for any other contributions, liquidated damages, and interest found to be due and owing in addition to the amounts referenced in paragraphs B through D above;
- F. That Defendant T3 be ordered to pay the reasonable attorney's fees and costs incurred by the Plaintiffs pursuant to the Trust Agreements and 29 U.S.C. § 1132(g)(2)(D); and
- G. That this Court grant the Plaintiffs any other relief that this Court deems to be just and equitable pursuant to 29 U.S.C. § 1132(g)(2)(E) or otherwise.

Respectfully Submitted,

**IRON WORKERS ST. LOUIS  
DISTRICT COUNCIL PENSION  
TRUST FUND *et al.***

/s/ William M. Blumthal, Jr.  
*One of Plaintiffs' Attorneys*

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